



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

BOARD OF COMMISSIONERS *Work Session Agenda*

Tuesday, October 6, 2026

10:15 AM

or immediately following the regular board meeting

*Meeting to be held in the County Board Room
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.TODDCOUNTYMN.GOV](https://www.toddcountymn.gov)

Agenda Item #

Agenda Time:

- | | | |
|----------|---|-------|
| 1 | Discussion of Northern Pines Lease for Staples Building
<i>Jackie Bauer, County Coordinator</i> | 10:15 |
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| 2 | Renewal of Hands of Hope Lease Agreement
<i>Jackie Bauer, County Cooredinator</i> | 10:25 |

2027 LEASE AGREEMENT

This Lease Agreement, is made and entered into on the dates of execution noted below between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and Hands of Hope Resource Center (hereinafter the Lessee).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Premises**: Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described Premises ("the Premises"): Office location at Mainstreet Government Center, 347 Central Avenue, Long Prairie, MN.
2. **Attachments**: A schematic drawing of the building is attached to this lease agreement and is hereby incorporated by reference as Attachment A.
3. **Term**: The term of this Lease shall be from 01/01/2027 to 12/31/2027. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in writing signed by both parties. It is agreed that unless the parties arrive at a new lease on or before October 31st this lease shall continue under the same terms of the current lease, at the option of the Lessor until a new agreement is agreed upon.
4. **Rent**: The Lessee agrees to annually pay to the Lessor \$4,505.08 as rent for the Premises starting January 1, 2027, which rent shall be paid annually in four (4) installments of \$1126.27 to the Lessor, respectively, before January 1, 2027; April 1, 2027; July 1, 2027; and September 1, 2027. Lessor shall communicate any proposed rent adjustment for 2028 to Lessee no later than September 30, 2027.
5. **Possession**: Under the terms of this lease, the lessee shall have sole possession of the Premises as outlined in Para. 1.
6. **Insurance**: The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee's own contents. Lessee shall provide liability insurance and provide proof of coverage upon Lessor's request.
7. **Hold Harmless Agreement**: The Lessee agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of any activities on the lease Premises for the contract period.
8. **Applicable Law**: This Lease shall be interpreted and governed according to the laws of the State of Minnesota, without regard to its choice of law provisions. Minnesota shall be the forum for any lawsuits or claims arising under this Lease.
9. **Termination**: The Lessee or Lessor shall have the right to terminate this lease with 90 days

written notice, without cause.

10. Assignment: This Lease may be assigned, transferred or conveyed by the Lessee with the written consent of the Lessor.
11. Non-discrimination: Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. Lessor warrants that the Premises are physically accessible to individuals with disabilities. The Lessee encourages the Lessor in the employment of individuals with disabilities.
12. Non-waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.
13. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.
14. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.
15. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.
16. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.
17. Holdover: If Lessee remains in possession of the Premises after expiration or termination of this

Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.

18. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.
19. Taxes: The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.
20. Surrender: At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear accepted.
21. Notice: Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lessor: Todd County Auditor/Treasurer
 215 1st Avenue South Suite 201
 Long Prairie, MN 56347

To Lessee: Hands of Hope Resource Center
 107 2nd Street SE #102
 Little Falls, MN 56345

or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

22. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.
23. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.
24. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.
25. Utilities: Where a checkmark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

Lessor	Lessee	N/A	
☒	☐	☐	Water
☒	☐	☐	Sewer
☒	☐	☐	Refuse Removal
☒	☐	☐	Electricity
☒	☐	☐	Heating and Cooling Systems
☒	☐	☐	Maintenance and Upkeep
☒	☐	☐	Carpeting
☒	☐	☐	Lighting Fixtures
☐	☒	☐	Telephone Installation, Service, Billing and Long-Distance Charges
☐	☒	☐	Cable Television, Internet Connectivity
☒	☐	☐	Snow Removal

Lessee shall furnish and pay for any other services or supplies it desires for which responsibility is not designated above.

Lessor offers telephone service at actual line charges per line per month plus actual usage which will be billed on a monthly basis.

Lessor offers network service at \$80.00 per user annually.

Lessee is responsible for charges as a result of network or phone connection should the Lessee choose not to use the County's network and phone.

26. **Default:** Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction.
27. **Lessor's Covenants:** Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water, and a sound physical structure, and to maintain the grounds.
28. **Access:** Lessee shall have non-exclusive access to all common areas, including hallways, restrooms and the kitchen/break room and exterior of the building. Lessee shall have the right on a first come first served basis to reserve room space in any office designated as "common" office space and meeting rooms.
29. **Documentation:** Lessor shall provide to Lessee at the time of signature of this Lease a completed and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.

30. Alterations: Any alterations that the Lessee desires to make to Premises shall be made at the Lessee's own expense after having first obtained written approval and consent of the Lessor, and all such alterations, additions and changes, which shall include erection of any states, electric writing or lighting systems, are to immediately merge and become a permanent part of realty, and all interest of Lessee therein shall become immediately vested in Lessor.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this ____ day of _____.

COUNTY OF TODD

HANDS OF HOPE RESOURCE CENTER

By: _____
Bob Byers
Todd County Board Chair

By: _____
Stephanie Och
Executive Director

APPROVED AS TO FORM:

By: _____
John Lindemann
Todd County Attorney